Case:2:12-cv-12776
Judge: Steeh, George Caram
MJ: Michelson, Laurie J.
Filed: 06-25-2012 At 12:38 PM
CMP ARZEL L. FOSTER III V WELLS FAR
GON BAK, ET AL (LG)



## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN

SOUTHERN DIVISION
133 Federal Building & U.S. Court House
Detroit, Michigan 48226

ARZEL L. FOSTER 111 P.O. BOX 35322 DETROIT, MICHIGAN 48235-0322

**DEMAND FOR JURY TRIAL** 

PLAINTIFF (FORMA PAUPERIS)

**DEMAND FOR U.S. MASHALL SERVICE** 

Vs.

WELL**(**IS FARGON BAK, N.A. ON BEHALF OF THE CERTIFICATEHOLDER PARK SECURITIES, INC. ASSET BACKED PASS-THROUGH CERTIFICATES SERIES 2005-WCWI 5401 N. BEACH St. STOP FWTX-828. FORTWORTH, TX 76137-2733

DONALD J. KING (P55358) & TROTT & TROTT, P.C. ET, all RYAN BARR (P68047) Of TROTT & TROTT 314 40 Northwestern Highway, Suite 200 Farmington Hills, Michigan 48334-2525 248-723-6452

STATE OF MICHIGAN JUDICIAL COURT & JUDGE SUSAN M. MOISEEV (P27303) 46<sup>th</sup> DISTRICT COURT 26000 EVERGREEN ROAD, SOUTHFEILD, MICHIGAN 48076-4453

NORTH AMERICAN REAL ESTATE, ET, all (MICHELLE GIRARD) and (ANTHONY CARTWRIGHT, JR)
24450 EVERGREEN ST-104
SOUTHFIELD, MICHIGAN 48075
248-497-9881

DEPARTMENT OF THE TREASURY IRS CINCINNATI, OHIO 45999

BANK OF AMERICA, N.A. ET.all Att: DVN P.O. Box 1140 Simi Valley, CA 93062-1140

**DEFENDANT** 

## FIRST -AMENDED COMPLAINT JURISDICTION AND VENUE

## EMERGENCY MOTION MOTION TO VACATE AND DISMISS TO EVICT MCR 2.116

#### **FACT§**

MENORANDUM OF LAW AND POINT OF AUTORITY IN SUPPORT TO VACANT A VOID JUDGE/MOTION FOR INJUNCTIVE FROM LOWER COURT 46th COURT AND ECLARATORY RELIEF. This court has jurisdiction under 28 U.S.C. 1331 and 1341. Chapter 85 – Federal District Court, Jurisdiction. Sec. 1331 Federal question (June 25, 1948, ch.646, 62 Stat. 930) Pub. L. 85-554, Sec. 1 June 25 1958, 72 Stat. 415; Pub. L. 94-574, Sec, Oct 21, 1976, 90 Stat, 2721; Pub L. 96-486, Sec 2 (a), Dec 1, 1980 Stat. This action is also a violation of 42 U.S.C. § 3601 et seq. (Fair Housing Act), 15 U.S.C. § 1691 et seq (Equal Credit Opportunity Act) and 42 U.S.C. § 1981 et seq. (Civil Right Act). This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1391 because Defendants is corporation subject to personal jurisdiction in this Federal District Court. The amount in controversy exceeds \$75,000.00 Dollars exclusive of interest, costs and attorney fees. The Defendants file and evict motion in 46<sup>th</sup> State District Court on in Judge Susan M. Moiseev court. Donald J. King and Ryan Barr file a motion to evict Plaintiff from said home 19165 Midway Road, in Southfield, Michigan. Also the evict, foreclosures by Wells Fargon Bak, N.A. on behalf of the Certification holders park Place Securities, Inc. Asset-Backed Pass-Through Certificates series 2005 – WCWI who address in Fort Worth, TX. (1). A copy of the will be exhibits 1, this defendant file a motion the for evict on date exhibit (2) May 30, 2012 and did not receive until June 7, 2012, Plaintiff call court and call with Judge Susan M. Moiseev head clerk to inform that it a on going case in U.S.

Court Of Appeals case no. 10-1851 2010, so the change the date State Court to July 12, 2012 in JudgeMoiseev court, and why the date was change because I explain from is a active case going, and file the paper to show that, without warranty Donald J. King of Trott & Trott, P.C. came to court after mailing that case was move July 12, 2012 at 46th district court (3) exhibit. (4) The action that was in the State court back in April 6, 2007 case LT-071097, Judge Moiseev again abuse her power by granting a foreclosure to Wells Fargon Bak, N.A. and giving the plaintiff in the State court judgment when, Plaintiff Mr. Foster 111, and all party were in the United State Ferderal District Court, Judge Moiseev abuse by granting when we were in court all ready that rule is void and the lower state court had no jurisdictions and venues to rule over one thing. Exhibit (5) Plaintiff Mr. Foster 111, have been harass by North American Real Estate agent for Bank of America to move out of say property, posting items on the door and the door was left wide open to let Plaintiff know they been there, and letters and phone call by BANK OF AMERICA asking that they have full control of say property and have the mortgage note as servicer and Plaintiff owe \$642,377.02 to payoff loan and interest cost, so say Bank Of America, N.A. . Exhibit (6) deed state I owe \$377, 940.58/100 say Donald J. King of Trott &Trott, P.C and Wells Fargon Bak, N.A.

Plaintiff Mr. Foster 111 when to Oakland country to pull the record of the foreclosure action of the

Sheriff's sale, the first clerk at Oakland Country stated that the was redeem for \$150,00.00 dollars back in August 2007. As of 6-15-2012 when Plaintiff receive information from Oakland County that no money change hand. Plaintiff Mr. Foster asks could I get a copy of the record and I was told they could not give it out! (7) Exhibit Oakland County Taxes. (8) Exhibit Clerk from 46<sup>th</sup> State District Court Order Defendant Mr. Foster 111 in the State lower court to pay one month payment on say property at 19165 Midway RD Southfield, Michigan 48075 \$3,200.00/100 Dollars on Monday June 25, 2012,

before 4:00 pm. Order by Judge Susan M. Moiseev abuse her power again in State lower case which as fraud your Judge Moiseev will issue an order to evict Mr. Foster from said property.

#### Plaintiff reserve the right for Jointer and amend the complaint add Defendants

46<sup>th</sup> State Of Michigan District Court new case (May 30, 2012 Case No. LT 12-2860)

46<sup>th</sup> State Of Michigan District Court old case (April 6, 2007 Case No. LT -07-1097)

U.S. Court Of Appeal Case No. 10-1851 (2012)

United States Federal District Court Eastern District of Michigan old case (07-11250 March 2007)

#### **FACT**

#### First Choice Financial Inc.

#### Argent Mortgage Company, L.L.C. ET all

Appellant back in April 2005 for residential mortgage with First Choice Finance Service with Mrs. Hays as say to be a mortgage broker with said company located at 20700 Civil Center Dr. St-170 Southfield, Michigan 48075. I was approval for mortgage with about three or four bank at the time, and Ameriquest Mortgage Company, ET, all but we did not do the loan with, Chase Bank was one of the other bank that the appellant was approve with. Mrs. Hays said to appellant you can get a better rated if we did use your wife on the mortgage note, not knowing the wrong or the right of rule, Mrs. Hays said she would put it in as unmarriage man so you can get a better rated and she did. The appellant was waiting on closing paper work to read and review for the closing. Mrs. Hays gave the appellant some closing document from the Ameriquest Mortgage Company, not the whole package, only the part Mrs. Hays said that the appellant needed to read, it would be the same paper work but it would be with Argent Mortgage Company and appellant would get a better rated. Appellant did not receive closing document until on the four day of the closing to review, and closing was set at Mrs. Hays office on the April 28, 2005, appellant did receive paper until April 24, 2005 and it was after 5:00pm at her office. The day of the closing appellant paper from Mrs. Hays the day of the closing, and I ask Mr. Steve Refeman attorney at law, to come with appellant to the closing and he did, we receive papers at said office, Mrs. Hays to read and there were more paper than appellant had been giving to read in a short period of time, appellant said to Mrs. Hays there more paper here that just receive a complete package from Argent mortgage just this afternoon, and Mrs. Hays said it not a big thing just extra document with Argent mortgage name on it and rate, so

appellant trust in Mrs. Hays and staffs I was working with, and believe in Argent Mortgage had a good product and would treat appellant right, appellant had faith in the complete team at First Choice Finance Service, in handling appellant new mortgage. (Docket No.49) (Docket No.53) Appellant have been requesting under Federal Rule (44) (a) (1) (A) (B). Defendants-Appellees have violate Rule 37 (c) (1) Failure to Disclose, or Supplement. If a party fails to provide information or 2 copies of closing document, that Argent Mortgage and First Choice Financial did not have or give to Plaintiff-Appellant two copy a charge rescind 12 C.F.R. & 226.23(b)(1) (2007) or appellant did not have a change of right to rescind mortgage, creditor give or Notice of Right to Cancel as required by the Truth in Lending Act, 15 U.S.C. & 1601 et Esq., how the two defendant Argent mortgage and First Choice financial for Fraudulent conveyances Rule 18 (a), (b), Rule 9 (b), Rule 37 (c) Failure to Disclose; False or Misleading Disclosure; Refusal to Admit required by Rule 26(e)(2) along with Rule 37 (b)(2)(A), (B), and (C),. Plaintiff- Appellant also claim allegedly fraudulent action arising doing litigation with court, along with Residential Fraud and deceptive Practices Act; the whole thing by all Defendant- Appellees is Rackeketeer Influenced and Corrupt Organization Act (RICO) claim (1). Argent Mortgage Company and First Choice Financial cause of action interference with contract requires a contract, the right way, an intentional act, calculated to cause damage to plaintiff that interferes with the contract, and proximate cause of actual damages to plaintiff. Torts 379 - 245 (2) Defendant-Appellees (3) Abuse of Process (4) libel and Slander, Slander of property or Tile, Slander of Plaintiff-Appellant credit and name 237-133 (4), Antitrust and Trade Regulation (Statutory Unfair Trade Practices and Consumer Protection (5) 306 Postal Service 306111 Offenses Against Postal Laws, use of mail to defraud, (RICO) claims are scheme to defraud by means of false or fraudulent representation, interstate or intrastate use of mail to execute a scheme, and actual injury to plaintiff, 18 U.S.C.A && 1961 (10, 1962(a-d).

(5) (RICO) claim, can either legal entity or association in fact" enterprise, 18 U.S.C.A. & 1962(a-d).

(6) Separateness from Predicate Acts. Pattern or Persons. Most Cited Case (RICO) claim alleging that person employed or associated with enterprise conducted enterpriser's affairs through pattern of racketeering activity, person' must be distinct from "enterprise "18 U.S.C.A & 1962(c). (7)

(RICO) claim alleging acquisition or maintenance of interest in enterprise through pattern of racketeering activity, person and enterprise may be one and the same. 18 U.S.C.A. & 1962(b).

Plaintiff-Appellant also claim that Appellees-Defendants, its counsel, and its litigation consultant and unnamed others engaged in nation wide scheme to defraud Appellant-plaintiff out of family home and the Federal District Court wrongfully denying Plaintiff to file mo0tion and reinstate Plaintiff case because Plaintiff-Appellant did not receive motion to answer back to Federal District Court.

Federal District Court such Reinstated with Demand for Jury Trial, and Federal Marshall Service In with Plaintiff been asking for in Federal District Court.

NOTE: All expect that have look at my case say that I been treated unfair by Federal District Court in not granting Plaintiff-Appellant a Trial by Jury Demand, because Defendant-Appellees would loose there case, plaintiff-appellant is starting to get some of the same treatment by the U.S. Court of Appeal. Request for appointment of Counsel is my right to have under Rule 22 U.S.C. & 2241, & 2254 or & 2255 case, the clerk shall appoint counsel if the petitioner is a pauper. Defendant-Appellees also did not file Corporate Disclosures Statement with Federal District Court and Plaintiff-Appellant were not sending a copy of them FRAP 26.1 (a), (b), (c) also under 6 Cir R.26.1 (a0, (b), (2), (c). Defendant-Appellees Argent and First Choice Financial had Plaintiff-Appellant to sign documents to say Plaintiff is unmarriage man to get a better rated on the loan Mrs. Hays and the underwriter from Argent Mortgage Co.

Violate the Michigan Real Property Law 8.2 (EPIC), MCL 700.1101 et seq. 1998 PA 386 effective April 1, 2000. EPIC, 2000 PA 54, MCL 558.1-29, MCL 700, 2202(1), MCL 558.1., also violate MCL 555.10 (1), Defendant-Appellees also violated 555.9 (3), 555.6 (2), MCL 566.33, 566.34, Plaintiff-Appellant need relief under MCL 566.37.

MCL 7.10.3 Negligent Misrepresentation all of Defendants-Appellees Bank MCL 7.1 Non-RESPA Challenges to Mortgage Servicing Abuses not sending notification on who the servicer is, and who you send your payment. In addition to this statutory claim, a number of common law claims may be asserted against the servicer. Breach of contract and breach of fiduciary duty are two of the most common claim asserted against servicers. In addition, a number of tort law claims may be available.

#### MCL 7.2 State Unfair and Deceptive Acts and Practices Statutes

The Defendant-Appellees violated this act. All state except Iowa offer a private cause of action to consumer and the typical statute allows enhanced remedies such as statutory damages, treble damages punitive damages, or attorney fees. Country Wide Home Loan initiating foreclosure along with Well Fargon Bak, N.A. on behalf of the Certificate holders Park Place Securities, Inc Asset-Backed Pass-though Certificates Series 2005-WCWI, when the Plaintiff-Appellant was not in foreclosure, (2), .

#### **FACT**

Plaintiff- Appellant mortgage was taken with Argent Mortgage Company 0077422979-9703 that was not license at the time in State of Michigan and Mortgage Broker person Mrs. Hays that work for First Choice Financial, at the time Mrs. Hays was not license as an agency for the company to do write or convey the processing of the mortgage. Said loan was transfer by Argent Mortgage to Wells Fargon Bak, N.A. on behalf of the Certificate Holder Park Place Securities, Inc Asset Backed Pas- through Certificates Series 2005-WCWI, Plaintiff-Appellant was not send paper work of transfer or note was sold to say Defendant-Appellees. Also Appellant was not notify of transfer of mortgage to AMC Mortgage account 0077422079, and was notify of transfer to Ameriquest Mortgage account 0127321941-7345, was not notify of transfer to Country Wide Home Loan account 071104393, and Plaintiff-Appellant was not notify of transfer to Bank of American, N.A. 071104393 this notify was send Plaintiff-Appellant in May 15, 2012 about the mortgage and said mortgage was transfer from BAC Home Loan Servicing that the Plaintiff was not notify of transfer or that BAC had it. Message about loan with Defendant- App-ellees Bank of American saying Plaintiff-Appellant owe as of July 2, 2011 \$642,377.02, and here again Defendant is playing with the name and saying the debt is owe to Wells Fargo (2005-WCWI) GP2 the name kept changing and that fraud that been put into all the court as Wells Fargon Bak, N.A. All of this fraud under Plaintiff-Appellant have outline in this motion (1) Fraudulent Conveyance Act and MCL 555.6 (2) Constructive trust may be based upon breach of fiduciary or confidential relationship, misrepresentation, concealment, mistake, undue influence, duress or fraud. Grasman v. Jelsema (1976) 246 N.W. 2d 322, 70 Mich.App. 745. Trust-91. A

'constructive trust" is impressed upon property to which title has been obtained through fraud, misrepresentation, concealment, undue influence, duress, or other unconscionable circumstances. Fred L. Alpert Industries, Inc. v. Oakland Metal Stamping Co. (1966) 141 N.W. 2d 671, 3 Mich. App. 101. MCLA 8.1 violate this by Argent Mortgage Company, Mrs. Hays of First Choice Financial, the mortgage was for \$351,000.00 Three Hundred Fifty on Thousand and 00/100 Dated April 28, 2005 (C) Lender Argent Mortgage Company, LLC organized and existing under the law of Delaware, fraud on paper work by Defendanr-Appellees that Plaintiff-Appellant have never receive a copy of close documents, at signing, because say copyer was not working that day, and was ask to come back and get closing paper work until sometime in later part of the year in 2005, or in 2006 when foreclosure started, note were pay when foreclosure started and Defendant-Appellees found out that payment were made, Defendant did stop foreclosure action, which is fraudulently obtain or attempts to obtain a decree of registration of tile and property or interest therein (2) offers in evidence any forged or fraudulent document in the course of any proceeding with regard to registered property any interest therein transfer or any other paper, writing, or document used in connection with any of the proceedings required ...or the notation of entries upon the register of titles; (4) steals or fraudulently conceals any owner's certificate, creditor's certificate, or other certificate of title provided for under this article; (5) fraudulently alters, changes, or mutilates any writing, instrument, document, record, registration or register provided for under this article; (6) makes any false oath or affidavit with respect to any matter or thing provided for in this article; or (7) makes or knowingly uses any counterfeit of any certificate provided for by this article shall be guilty of a felony and shall be punished by imprisonment for not less than one nor more than ten years.

Any clerk, ... or other person... who: (1) fraudulently enters a decree of registration...; (2) fraudulently registers any title; (3) fraudulently makes any notation or entry upon the title register; (4) fraudulently issues any certificate of title, ...or other instrument...; or (5) ...does any act of omission or commission under color of his office in relation to the maters provided for by this article shall be guilty of a felony and shall be removed from office and be permanently disqualified from holding any public office and shall be punished by imprisonment for not less than one nor more than ten years. In this case the Mortgage was foreclosed and Wells Fargo did not purchased said property at Sherriff's Deed of Foreclosure Sale, and Plaintiff failure to redeem which is not true, Plaintiff-Appellant made every attempt to redeem property with Don King of Trott & Trott, P.C. at there office not only said property but other property Plaintiff had under contract that Trott & Trott had. Plaintiff- Appellant was approving to pay every property in question. Sherriff purpose was made by Wells Fargon Bak, N.A. of behalf of the Certificate holders Park Securities; Inc. Defendant -Appellees are fraud playing names in all the courts with Wells Fargo and Wells Fragon Bak, N.A. and Assignment Of Mortgage by putting in writing after the fact Place Securities, Inc. Asset-backed pass-through Certification Series 2005-WCWI That is fraud in changing documents after the fact. Plaintiff-Appellant asking this court to have Defendant-Appellees to product all original documents that were sign and came up missing at the closing and never had original at title company.

#### **VERIFIED COMPLAINT PARTIES**

Plaintiff-Appellant this is part of following claims for relief:

- 1. Plaintiff-Appellant resides in Oakland country, MI
- Defendant, Trott & Trott P.C. ('Trott") is considered a debt collector" as contemplated by the Fair Debt Collection Practices Act (FDCPA)

- Specialized Loan Servicing, LLC, ("SLS") is a "creditor principal" under the Michigan Debt Collection Practices Act, M.C.L. §445.251(b); alternatively SLS is a "creditor" according to the definitions in M.C.L. §339.901(c).
- 4. Trott and Trott ("Trott") is a "regulated person" under the Michigan Debt Collection Practices Act, M.C.L. §445.251(g)(xi); alternatively Trott is a "collection agency" according to the definition in M.C.L. §339.901(b)(xi).
- Mortgage Electronic Systems, Inc., ("MERS"), is an agent and nominee of SLS, and was created by the mortgage banking industry to streamline the mortgage process by using electronic commerce to eliminate paper. MERS' liability

#### **JURISDICTION**

- 6. The lawsuit, being brought pursuant to 15 USC §1681 ET seq, presents a Federal question and as such, jurisdiction arises under 28 U.S.C. §1331 and 15 U.S.C. §1681 et seq. Plaintiffs ask this Honorable Court to exercise supplemental jurisdiction over the related state law claims arising out of the same nucleus of operative facts that give rise to any federal law claims under 28 U.S.C. §1367.
- 7. Venue in this Court is proper under 28 U.S.C. §1391 in that the events giving rise to this action occurred in this district, also because of the value of the Home \$351,000.00
- 8. This court has jurisdiction under FDCPA 15 U.S.C. § 1692k (d) and 28 U.S.C. §1331 and §1337.

#### **GENERAL ALLEGATIONS**

- Defendant Argent Mortgage is a One City Boulevard West, Orange, CA 92868, doing business in Michigan with its registered agent.
- 10. Defendant Trott is a Michigan Professional Corporation, with its registered agent David A. Trott, maintaining an address at 30400 Telegraph Road, Suite 200, Bingham Farms, MI 48025
- 11. Defendant MERS is a Colorado Corporation authorized to do business in Michigan.
  Mers is liable for all claims herein, as an agent of SLS.

#### **FACTUAL ALLEGATIONS**

12. The IRS have contact Plaintiff-Appellant, because the IRS say on 1099 provide by the bank, Country Wide Home Loan, Bank of America, N.A. and Wells Fargon Bak, N.A. on behalf of the Certificate holders Park Place Securities, Inc..

ARZEL L. FOSTER 111

Plaintiff-Appellant

Case ... 2: TOVELED

V

ARGENT MORTGAGE COMPANY, LLC AMC MORTGAGE AMERIQUEST MORTGAGE BANK OF AMERICA, N.A. WELLS FARGON BAK, N.A. WELLS FARGO BANK, N.A. FRIST CHOICE FINANCIAL TROTT & TROTT, P.C. and MERS

#### MOTION FOR ADDITION TIME FOR AFFIDAVITS TO EXPAND

#### **JOINDER OF CLAIM AND PROPERTIES**

Rule 7.1(A) (b), (f),

Rule 3 7.1 (b),

Rule 13 (h) Joiner of Additional Party

Plaintiff-Appellant need to expand say case, or Plaintiff asking this Honorable Court to reinstate all of first amended complaint on all party. Plaintiff-Appellant have been harass by Bank of America over pass year about the money that owe, receive phone call, there agent North American Real Estate calling me repeatedly about moving and Bank of America they said stated they owe the note and have pay all party off. My Exhibits will show items on some of thing I been complaining about in Federal District Court, U.S. Court of Appear and State District Court all been a fraud and RICO action in all three courts, and Plaintiff-Appellant, (1) conduct, (2) of an enterprise, (3) through a pattern (40 of racketeering activity, along conspiracy.

#### REQUEST FOR RELIEF OF CLAIM

Plaintiff respectfully requests that this Honorable:

- a) Actual Damages \$5 Million Dollars
- b) Statutory Damages; 1.5 Millions Dollars
- c) Punitive Damages: \$2.5 Million Dollars
- d) Treble Damages: cost mortgage owe \$378,000.00 dollars, and clear title.
- e) Time and fees and cost provided by statue;
- f) An order from this Honorable Court voiding the foreclosure on Plaintiff-Appellant property by Wells Fargon Bak, N.A. on behalf of the Certificate holders Park Place Securities, Inc., Bank Of American's., Don King of Trott & Trott, P.C., and North America Real Estate agency for Bank Of America by Michelle Girard and Anthony Cartwright Jr. 248-352-1335

- g) Plaintiff-Appellant his willing to adjust Plaintiff claim for relief, Plaintiff is asking 20
   Million Dollars from Defendants-Apelles.
- h) Reinstate defendant motion in Federal District Court did not receive there were four along with the last Motion that was not answer because I did not receive it Federal District Court.

#### **CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the forgoing Motion was delivered or mail to,
Mr. David A. Breuch Clark Hill 500 Woodward Ave St- 3500 Detroit, MI 48226

Michelle T. Thomas Bodman LLC 1901 ST Antoine St- Sixth Floor, Detroit, MI 48226

Mr. Arzel L. Foster 111

313-744-3009

### **EXHIBTS 1**

On problem Plaintiff been having with Bank of America, N.A. and there agent
North American Real Estate posting on door three and calling numerous time on the
phone asking to move and Bank of American asks them to handle the matter. Plaintiff
call Bank of American see about the problem, and plaintiff was told that bank of
American has control and all obligation and title.

# Relocation Assistance SCRA Occupant Instructions

Bank of America would like to assist you in your transition out of your home. By receiving this packet of information, you are being offered relocation assistance in exchange for a timely move-out. These instructions will help you through this process and give you key information you will need to quickly obtain your relocation assistance. To complete the process and receive assistance, you will need to review the materials in your Relocation Assistance Packet, fill out the Form W-9, sign all forms and fax or mail to Bank of America within FIVE days.

#### To Receive Relocation Assistance Quickly:

- Complete and verify all documents are legible and completed with initials, signatures, dates and requested information where indicated.
- Fax completed forms to 1.866.504.0940 for faster delivery.
- For questions, contact the assigned real estate agent or attorney, or call Customer Care at 1.866.781.0029.

#### Where Do I Send Forms?

Fax: 1.866.504.0940 or Mail To: Bank of America – REO Pre-Marketing

TX2-983-03-05 2375 N. Glenville Drive

Richardson, TX 75082

#### **Relocation Assistance Packet includes:**

- Occupant Relocation Assistance Instructions
- Move-Out Agreement
- Personal Property Release
- Form W-9
- SCRA Waiver (This form applies only if you are an active duty military servicemember.)

**NOTE:** Our real estate agent or attorney must not collect any documents in this packet and submit them on your behalf.

#### **Move-Out Agreement**

The Move-Out Agreement provides the terms and conditions that must be met to receive relocation assistance

To complete this agreement, initial each page and sign the document.

#### Personal Property Release

Personal Property Release must be signed and dated.

Please Note: All personal items need to be removed from the property by the move-out date. Property must be left in broom-swept condition per the Move-Out Agreement. If any items are left from previous owners, contact the attorney.

#### Form W-9

Form W-9 is an IRS tax form necessary to generate the Relocation Assistance Check. W-9 requires full legal name, address, Social Security number or Taxpayer Identification Number and signature and date.

#### **SCRA Waiver**

This form allows you as an active duty servicemember to receive monetary compensation in return for accepting Relocation Assistance from the bank. Please contact the assigned real estate agent or attorney, or call Customer Care at 1.866.781.0029 if you did not receive a copy of this form.

## Relocation Assistance SCRA Occupant Instructions

#### **Protecting Your Information**

Bank of America strives to protect your personal information by asking occupants to complete the relocation assistance packet and fax or mail completed forms to Bank of America. Our attorneys are directed not to obtain and submit the enclosed documents on the occupant's behalf.

#### **Access to Property**

Bank of America may require access to the property before the scheduled move-out date to obtain a current valuation. You are required to allow access and to cooperate with Bank of America during this process.

#### To Receive the Check

Work with the real estate agent to schedule a time to meet at the property on the move-out date.

On the move-out date, the real estate agent will meet you at the property for inspection to verify all terms of the Move-Out Agreement have been met. The real estate agent will confirm the property is in "broomswept" condition with no personal items left behind. If all conditions have been met, the real estate agent will deliver the check to the occupant on the scheduled move-out date.

#### **Check Acknowledgment Form**

Once the inspection is complete and the real estate agent delivers your check, you are required to sign and date the Check Acknowledgment Form. The real estate agent will provide this form for your signature to confirm receipt of the check. Receipt of the relocation assistance check may be considered taxable income. The real estate agent will submit the signed and dated Check Acknowledgment Form on your behalf.

#### Questions

If you have any questions, please contact the assigned attorney or call Customer Care at **1.866.781.0029**. If you were assigned a Customer Relationship Manager (CRM) previously, feel free to contact that person if you should have any questions.

#### **MOVE OUT AGREEMENT**

#### **REO ID # 00167043**

This Move Out Agreement ("Agreement") is entered into as of <u>MAY 17, 2012</u> by and between Bank of America, N.A., and all other occupants of the Property, as defined below, ("Occupant").

WHEREAS, Bank of America, N.A. acquired through foreclosure sale and subsequent Trustee's Deed all of that real property with improvements thereon commonly described as <u>19165 MIDWAY RD</u> City of <u>SOUTHFIELD</u> County of <u>OAKLAND</u> State of <u>MI</u> ("Property").

WHEREAS, Bank of America, N.A. is entitled to initiate eviction proceedings against the Occupant to remove the Occupant from the Property, and such proceedings have commenced.

WHEREAS, Bank of America, N.A. and the Occupant have agreed that the Occupant will vacate the Property on the terms and conditions contained herein.

#### NOW, THEREFORE, the parties agree as follows:

- 1. Move Out Date. The Occupant has agreed to vacate the Property on or before JUNE 17, 2012 (the "Move Out Date").
- 2. <u>Payment to the Occupant</u>. Bank of America, N.A. shall pay to the Occupant the sum of (\$4333.00) FOUR THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND ZERO CENTS if the Occupant vacates the Property on or before the Move Out Date, and the Occupant fully complies with all of the terms and conditions in this Agreement.
- 3. <u>Condition of Property.</u> During the time the Occupant continues to occupy the Property, the Occupant shall keep the Property in good and safe condition, reasonable wear and tear excepted. Bank of America, N.A. shall have no obligation to make any repairs to the Property. All fixtures, including but not limited to, built-in appliances, shall remain at the Property after the Occupant vacates the Property. Upon move out, the Property shall be left broom clean by the Occupant.
- 4. Access to Property. Occupant shall allow Bank of America, N.A. and any of its employees or agents access to the Property, to determine the value of the Property. The Occupant shall also allow Bank of America, N.A.'s agent to place a sign on the Property advertising the Property for sale and to show the Property to prospective tenants or buyers provided Bank of America, N.A. gives the Occupant forty-eight hours (48) hours prior notice. The Occupant shall not unreasonably deny Bank of America, N.A. or any of its employees or agents access to the Property.
  - 5. Representations and Warranties. The Occupant represents, warrants and agrees as follows:
  - a. The Occupant is the only person(s) occupying the Property; and
- b. The Property may be covered by or subject to statutes, laws, regulations, rules, or ordinances ("Laws") that relate to rent stabilization or rent control, and acceptance of the payment set forth in paragraph 2 above is in lieu of any amounts due under such Laws, or any similar Laws.

6. Costs and Expenses.	f either party to this Agreement commences an action or proceeding to enfor	ce
its rights under this Agreement of	to construe any provision of this Agreement, the non-prevailing party in su	ch

Occupant Initials	·,	
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action or proceeding shall pay all costs and expenses incurred by the prevailing party (who shall be the party who obtains substantially the relief sought by such party, whether by settlement, compromise or judgment), including, without limitation, all court costs and all reasonable attorneys' fees.

- 7. Eviction Proceedings. Notwithstanding any of the foregoing, Bank of America, N.A. may, at its discretion, initiate, continue, postpone, maintain or hold in abatement, any eviction proceeding against the Occupant to remove the Occupant and his or her personal property from the Property. However, the Occupant will not be locked out or removed from the Property prior to the earlier of (i) Move Out Date; or (ii) a breach of this Agreement by the Occupant. Activity performed in connection with a lawful eviction proceeding, including, but not limited to, service of process or attendance at any eviction proceeding, is not a breach of this Agreement.
- 8. Occupant's Release of All Claims; Indemnification, and Hold Harmless; and No Assignment of Claims. The Occupant, for and on behalf of themselves, and their heirs, executors, and assigns, hereby releases and forever discharges Bank of America, N.A., and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, contractors, attorneys, shareholders, investors, predecessors, successors, and assigns (the "Released Parties") from any and all claims, causes of action, whether administrative or judicial, losses, costs, expenses, liabilities, penalties, fines, compensation, fees, loss of profits, and damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, or in law or in equity that the Occupant may have had or may now have arising out of or in any way related to a loan serviced by Bank of America, N.A., the Property, any personal property that is or was located at the Property, any foreclosure sale or eviction action involving the Property, and/or any transaction or agreement between or among the Occupant and Bank of America, N.A. prior to the date of this Agreement ("Claims"). The Occupant, for and on behalf of themselves, and their heirs, executors, and assigns, also hereby agrees to defend, indemnify and hold the Released Parties harmless from Claims brought or made by any third party. The Occupant hereby warrants and represents that they have made no assignment, voluntary or involuntary, of all or any part of Claims to any other person or entity. The Occupant hereby expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, if applicable, and any similar provision of any applicable Laws in any jurisdiction. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Occupant acknowledges that the Occupant may later discover facts different from, or in addition to, those which the Occupant now knows or believes to be true with respect to the Claims released, and the Occupant agrees that this release shall remain valid notwithstanding such different or additional facts.

- 9. <u>Personal Property</u>. The Occupant hereby acknowledges and agrees that as of the Move Out Date a) the Occupant relinquishes any and all rights, title, and interests in any personal property remaining at the Property, b) such personal property is not wanted by the Occupant and shall be considered abandoned, and c) Bank of America, N.A. may in its complete and sole discretion keep, remove, or dispose of such personal property.
- 10. <u>Voluntary Release</u>: No Other Inducements. The Occupant agrees that the Occupant has: a) freely and voluntarily signed and agreed to this Agreement; b) not been given and not relied on any inducements or promises other than those contained herein; c) had the opportunity to confer with independent counsel before signing this Agreement; d) read, knows and completely understands the terms of this Agreement; and e) full competence under the Laws to sign and agree to the terms of this Agreement.
- 11. <u>Entire Agreement</u>; <u>Governing Law.</u> This Agreement contains the entire agreement of the parties hereto with regard to the subject matter herein. This Agreement shall be interpreted, enforced, and governed by the Laws where the Property is located.

,

- 12. <u>Amendments</u>: <u>Waivers</u>. This Agreement may only be modified by a written instrument signed by the Occupant and an officer of Bank of America, N.A. The granting of a waiver by Bank of America, N.A. of any breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. Any delay on the part of Bank of America, N.A. in exercising any right or remedy under this Agreement shall not operate as a waiver of any such right or remedy. No course of dealing between the parties shall operate as a waiver of any provision of this Agreement.
- 13. <u>Counterparts</u>; and <u>Facsimile Signatures</u>. This Agreement may be executed in counterparts, and by facsimile signature. A signed facsimile or photocopy of this Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.
- 14. <u>Survival</u>. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable Laws, but if any provision of this Agreement shall be held to be invalid or prohibited by applicable Laws such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Occupant:	
PRINT name of Occupant #1	PRINT name of Occupant #3
SIGNATURE of Occupant #1	SIGNATURE of Occupant #3
CONTACT #	
PRINT name of Occupant #2	PRINT name of Occupant #4
SIGNATURE of Occupant #2	SIGNATURE of Occupant #4

\*\*\*Any questions please contact Customer Service at 1-866-781-0029\*\*\*

#### **SEND COMPLETED FORMS TO:**

Fax: 1.866.504.0940

Mail To:

Bank of America – REO Pre-Marketing TX2-983-03-05

2375 N. Glenville Drive Richardson, TX 75082

Occupant Initials		
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## Personal Property Release

I,	, am the former occupant at real property	
commonly described as		
in the City of	, County of,	
State of ("Property").		
I hereby relinquish any and all interest in the	e personal belongings left at this property and	
understand that said personal belongings are	now considered abandoned. I am aware that	
any personal property left after midnight on	will be	
disposed of at the broker's discretion.		
Signed this day of	2012.	
SIGNATURE of Occupant #1		
PRINT name of Occupant #1		
SIGNATURE of Occupant #2		
Did Wil Old of Goodpaint #2		
PRINT name of Occupant #2		

MUST US

(Rev. December 2011)

Department of the Treasury Internal Revenue Service

REO# Request for Taxpayer **Identification Number and Certification** 

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
C Rame (as shown on your income dax return)	
CO During a serial file and a strain and a strain and a strain and a strain	
S O Check appropriate box for foderal tax classification:	
Check appropriate box for federal tax classification:	<u> </u>
Check appropriate box for federal tax classification:  Comporation S Corporation Partnership Trust/estate	ł
U O D Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate	
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►    City at the cond 7th cond.	Exempt payee
Z O	
Address (number, street, and apt. or suite no.)  Requester's name and a	ddress (optional)
D ≥ City, state, and ZIP code	
Q A City, state, and ZIP code	
City, state, and ZIP code  City, state, and ZIP code  List account number(s) here (optional)  List account number (continuation Number (TIM)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line Social security	number
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other anothers it is your employer identification number (EIN). If you do not have a number, see How to get a	
entities it is your employer identification number (EIN). If you do not have a number, see How to get a	
S O TIN on page 3.	
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose Employer iden	tification number
number to enter.	
TIN on page 3.  Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.  Employer iden number to enter.	
Part II Certification	
Under penalties of perjury. I certify that:	
[1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued	1-11-11-11-1
The fidinger shows of this form is my correct taxbayer identification intrinser for Fath watering for a ratificer to be issued.	i to me), and
Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued as a result of a failure to report all interest or dividends, or (c) the no longer subject to backup withholding, and	ed by the Internal Revenue
Under penalties of perjury. I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notification number (or I am waiting for a number to be issued 3. I am not subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the no longer subject to backup withholding, and  3. I am a U.S. citizen or other U.S. person (defined below).	ed by the Internal Revenue
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notificed by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the no longer subject to backup withholding, and  3. I am a U.S. citizen or other U.S. person (defined below).  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not item 2	ed by the Internal Revenue IRS has notified me that I am object to backup withholding

generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

#### **General Instructions**

Signature of

U.S. person >

Section references are to the Internal Revenue Code unless otherwise

#### Purpose of Form

instructions on page 4.

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## Relocation Assistance Occupant Checklist

Please follow the instructions in this checklist to verify you have completed all required documentation and necessary steps to expedite the Relocation Assistance process.

Before faxing or mailing in your Relocation Assistance paperwork, review the paperwork and ensure the following information is complete:

Move	-Out Agreement (MOA)
	Verify that all three pages are initialed  Ensure all occupants initial the bottom section of each page.
	Print and sign Page 3  Page 3 must have a printed and signed name for <i>each</i> adult occupant residing in the property.
Perso	onal Property Release (PPR)
	All the blanks are completed appropriately with the following information:  ✓ Printed name(s) of the occupant(s)  ✓ Property address  ✓ Move-out date  ✓ Date form was signed  ✓ Signature(s) of occupant(s)
Form	W-9
	Only one occupant name is provided on the W-9. ***NOTE: If more than one occupant should be named on the relocation assistance check, each occupant will need to submit a separate W9. (Only one Form W-9 has been provided in the packet). Business names are NOT permitted.
	The "Individual" selection is checked.
	Provide a forwarding address on the W-9. ***NOTE: You are REQUIRED to provide an address other than the property address. The property address for the relocation offer is NOT acceptable.
	Sign and date the W-9.
SCRA	Waiver
	All the blanks are completed appropriately with the following information:  ✓ Name  ✓ Correct selection of SCRA protection (whether self or dependent of servicemember)  ✓ Property address  ✓ Account number, if applicable  ✓ Printed name, signature and date  ✓ Notarized Section is filled out and stamped by a notary public

## Relocation Assistance Occupant Checklist

#### Submitting a COMPLETED Relocation Assistance Packet Return all completed documents within five days of receiving the Relocation Assistance offer/packet from the agent. \*\*\*NOTE: Please be advised that if any of the information listed above is not completed accurately or if any alterations are made to the Move-Out Agreement, the paperwork will be rejected and the agent will ask you to resubmit your paperwork. Completing the Check Acknowledgment Form After the final walk-through has been completed by you [the occupant] and the agent, you will complete a Check Acknowledgment Form together with the agent; which will be provided to you by the agent to confirm the exchange of the relocation check. Please complete the Occupant portion of the acknowledgment as follows: Each occupant must complete the Check Acknowledgment Form with the following information: Printed name Signature Contact phone number Initialed bottom of Page 4 ✓ Date check is exchanged \*\*\* NOTE: It is IMPERATIVE that you write in the DATE that the relocation check is exchanged. Verify that the relocation check number and amount is written in the appropriate blanks at the top of form.

#### Questions

Please contact the assigned real estate agent or call Customer Care at **1.866.781.0029**. If you were assigned a Customer Relationship Manager (CRM) previously, feel free to contact that person with any questions.

## NORTH AMERICAN BEAL ESTATE

#### RE: 19165 Midway, Southfield

Enclosed is a Relocation Assistance offer from the Bank who holds your mortgage.

### The Bank is offering you \$4,333.00 in relocation assistance.

Please review the offer, terms, and respond to us NO LATER THAN 4:00pm, Wednesday, May 22, 2012

Failure to respond within allotted time will be viewed as a rejection of the bank's Relocation offer.

Kind Regards

Anthony Cartwright

Michelle Girard

248-352-1335

NORTH AMERICAN REAL ESTATE 24450 Evergreen suite 104 Southfield, MI 48075 248-497-9281 office

		2906-000-S0-0857 N29 T000 lingA <b>7188</b> mp 1 80
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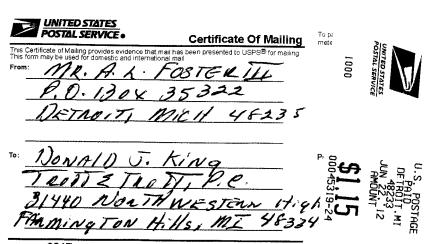
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PS Form **3817**, April 2007 PSN 7530-02-000-9065

# STATE OF MICHIGAN JUDICIAL MICHIGAN 46<sup>Th</sup> District Court 26000 Evergreen Road, Southfield, Michigan 48076-4453

WELLS FARGON BAK, N.A. on behalf of the CERTIFICAATEHOLDERS PARK PLACE SECURITIES, INC., ASSET-BACKED PASS-THROGH CERTIFICATES SERIES 2005-WCWI 5401 N. Beach ST STOP FWTX-828, FORT WORTH, TX 76137-2733

DON J. KING P55358 TROTT & TROTT, P.C. 31440 Northwest Highway, St-200 Farmington Hill, Michigan 48334 248-723-6452

**Plaintiffs** 

Vs

ARZEL L. FOSTER 111 P.O. Box 35322 Detroit, Michigan 48235-0322 Mailing Address

**Defendants** 

Case No. LT - 12 - 2860

Tulge Moiseev.

2012 JUN 11 P 12: 22

**MOTION TO VACATE AND DISMISS TO EVICT MCR 2.116** 

SASSETE 13FOMICATO BPDB-PJK ECF No. 1 filed 06/25/12 Pagenp.33 Page 33 of 46 46th District Court

NOTICE OF HEARING

Case No. 27-12-2860

26000 Evergreen Road, Southfield, MI 48076

Civil Division 248,796,5870

Plaintiff Name(s)
WEll's TANGOW BAK, N.A. Plaintiff Attorney, Bar #, Address, Phone WELLS FANGON PAK, N. A. OF. MACE SECURITIES ENC FRON J. Kine -1955358 TROTT & TROTT PC Huy, ST - 200 01440 NONTHWEST Huy, ST - 200 HAMINGTON HILL MIL 44334

Defendant Name(s) ARZEL K. FOSTER ILL Defendant Attorney, Bar #, Address, Phone P.O. 130x 35322 DETROIT, MICHIGAN Y8235

NOTICE OF HEARING
1. Motion Title: MOTION TO VACATE MCR. 2116 U.S. COGAT OF APP
2. Moving Party: A. Z. Foster II
3. This matter is scheduled for hearing on:
Date: July 12 Time: 8.30, Judge: Moiszev
at the 46 <sup>th</sup> District Court, courtroom #
Date Signature Signature Signature
FILED JUN 1 1 20122 Proof of Mailing
On JUNE 1 Sent by first class mail a copy of MOTON & Notice of
HE ARING TO WELLS TRAYOU BAK, N.A. 540( IV. BEACH ST-STOP FWTX-828 TO NOTE TOUTH WOUTH, TX 76137-
B NON TIKING FONTH WOUTH, TX
3/440 NONTH WEST HWY-ST-200 Signature Signature
FARMINGTON. HIL, MI 48-334 MR. A.L. FESTEN III

# STATE OF MICHIGAN JUDICIAL MICHIGAN 46<sup>Th</sup> District Court 26000 Evergreen Road, Southfield, Michigan 48076-4453

WELLS FARGON BAK, N.A. on behalf of the CERTIFICAATEHOLDERS PARK PLACE SECURITIES, INC., ASSET-BACKED PASS-THROGH CERTIFICATES SERIES 2005-WCWI 5401 N. Beach ST STOP FWTX-828, FORT WORTH, TX 76137-2733

DON J. KING P55358 TROTT & TROTT, P.C. 31440 Northwest Highway, St- 200 Farmington Hill, Michigan 48334 248-723-6452

**Plaintiffs** 

 $V_{S}$ 

ARZEL L. FOSTER 111 P.O. Box 35322 Detroit, Michigan 48235-0322 Mailing Address

Defendants

Case No. LT - 12 - 2860

TUNGE MOISEEV.

2017 JUN 1 1 P 12: 22

MOTION TO VACATE AND DISMISS TO EVICT MCR 2.116

Case 2:12-cv-12776-PDB-PJK ECF No. 1 filed 06/25/12 PageID.35 Page 35 of 46

STATE OF MICHIGAN 46TH DISTRICT COURT MOTION, AFFIDAVIT AND ORDER TO SET ASIDE DEFAULT

LT-12-2860

∠6000 Evergreen Road, Southfield, MI 48076

Telephone No. 248-354-9370

Plaintiff WIET/8 FRANGON 13A1 Plaintiff ARNK NIACE SECURI Plaintiff attorney, bar no., address and telephone no.  DONALD T. KING (P553 TROTTE TROTT P. C.  31440 Northwesthan H FARMINGTON HILLS, MICH	HigHWAY, ST-200	= jfolDene
Defendant name(s), address(s) and telephone no(s).  ARZEL L. FOSTON ILL  19165 MINNAY Rd  SOUTHFEIN, ML 45075	MAILING ADDRESS 12.0.130x 75322 DETROIT, MI 48835-0322	
IOTION The Defendant moves to set aside the def	efault judgment in this action.	
6/21/2012	M. A.L. Nostevill	····
Date 2	Defendant	
AFFIDAVIT The Defendant has personal knowledg	ge of the facts appearing below:	
I did not appear or did not answer the com		
I have a good defense to the complaint. It  U. S. APPRIAL COUNT 100  CASE 10-1851 Mns-kou  declare that the statements above are true to the  CASI 2012  Date	tis: DEFENDANT STILL HAVE IN CO.  E. FIFTH STORET, ROOMS YO CINN, DH  205 - SCHWANDEN 513 568-7015  Any CASE MA  e best of my information, knowledge and belief.  Defendant	INT VIO WAGEN
NOTICE OF HEARING This hearing will be heard on	nat	_am/pm,
	Date	
at the Court address above, Courtroom	<b>-</b> ∙	
	Deputy Court Clerk	
Date		
ORDER IT IS ORDERED that the motion to set de		
Costs of \$ must be paid by	. Defendant shall file an answer within	days.
	Hon.	<del></del>
Date		

#### STATE OF MICHIGAN JUDICIAL DISTRICT

Date

Deputy clerk

DC 105 (3/08) JUDGMENT, LANDLORD-TENANT

CASE NO.

MCR 4.201(K)(1)(d), 50 USC 521

JUDGMENT LANDLORD - TENANT 46th DC Sfld Court address Court telephone no. 248.796.5870 26000 Evergreen Rd, Southfield, MI 48076-4453 Wells Fargon Bak, N.A. on behalf of the Certificateholders Park Arzel L Foster III and all other occupants Place Securities, Inc. THE COURT FINDS: Donald J King P55358 19 Trott & Trott, P.C. ☑ default' 31440 Northwestern Highway, Suite 200 ☐ hearing □ consent\*\* Farmington Hills, MI 48334-2525 \*For a defendant on active military duty, default judgment shall 248.723.6452 not be entered except as provided by the Servicemembers Civil Relief Act. POSSESSION JUDGMENT Plaintiff/Attorney □ Personal service 1. The plaintiff has a right to possession. Arzel L Foster III and all other occupants 19165 Midway Rd ☐ 2. There is now due to plaintiff: Southfield, MI 48075-7147 T&T #092250E04 a. Rent to retain possession \$ b. Costs ..... \$ c. Total ..... Defendant/Attorney □ Personal service ☐ 3. The defendant has a right to possession. TO THE DEFENDANT: 4.  $\square$  a. An order evicting you will be issued unless you pay the plaintiff or court the amount due in item 2c above or unless you move out on or before OR Date ☑ b. An order evicting you will be issued on or after 点。You may be liable for money damages after you move if additional rent is owed or if there is damage to the property. ☐ 6. Acceptance of partial payment of the total amount due in item 2c above ☐ will ☐ will not prevent an order evicting you from being issued. 7. No money judgment is entered at this time. MONEY JUDGMENT □ 8. A possession judgment was previously entered. a. Damages \$ ☐ 9. A money judgment is entered as follows: b. Costs \$ \$ c. Total This judgment will earn interest at statutory rates. 10. FURTHER ORDERS: 11. YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond. This must comply with all court rules and must be filed in court by You may want legal help. Date □ 12.MCR 4.201(I) was explained to parties. HON. SUSAN M. MOISEEV MICHAR Judge Bar no. CERTIFICATE OF MAILING: Licertify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed Plaintiff/Attorney to their last known addresses as defined in MCR 2.107(C)(3). Date Defendant/Attorney

Defendant

STATE OF MICHIGAN JUDICIAL DISTRICT

## SUMMONS

13	12	IXE	

46th DC Sfld	Landlord-Tenant	/ Land Contract	12 12 223					
Court address 26000 Evergreen Rd, Southfield, MI 48076-	4453							
Plaintiff's name, address, and telep		Plaintiff's attorne	laintiff's attorney, bar no., address and					
Wells Fargon Bak, N.A. on behalf of the Certificateholders Park Place Securities, Inc.		Trott & Trott, 31440 North	g P55358 P.C. western Highway, Salandari Hills, MI 48334–252					
<b>v</b>		If you require special	accommodations t					
Defendant's name, address, and tel Arzel L Foster III and all oth 19165 Midway Rd Southfield, MI 48075-7147 T&T #092250E04		interpreter to help you	or if you require a fully participate in court immediately to make					
Property situated in City of S	Southfield	☐ Land contract forfeiture						
NOTICE TO THE DEFENDANT: In the     The plaintiff has filed a complaint a	Eagainst you and wants	☐ to recover possession	n, after land contr					
Address or description of premises 19165 Midway Rd Southfield, MI 48075-7147  2. You are summoned to be in the district	t court on FRIDAY, J	UNE 15, 2012						
	Day and date		at					
Location			courtroon					
3. You have the right to a jury trial. If you you will lose this right.								
4. If you are in district court on time, you Bring witnesses, receipts, and other no.	ecessary papers with you.							
5. If you are not in district court on time,	you may be evicted without							
Date issued	Co	ourt clerk						
	HOW TO GET LE		is document must be seale					
You have the right to an attorney to ass	sist you in answering the co	emplaint filed in this case ar	nd in preparing defe					
2. If you do not have an attorney but have Lawyer Referral Service at 1-800-968-0 in the yellow pages of your telephone d	1/38 or through a local lawy	Prieterral service I away	referral consists to					
<ol> <li>If you do not have an attorney and can aid offices should be listed in the yellow www.michiganlegalaid.org. If you do no</li> </ol>	nades of vour telephone di	ifectory or you can find a la	antinut it se					
If you require special accommodations to help you fully participate in court product.	to use the court because of seedings, please contact the	a disability or if you require court immediately to make	e a foreign languag——————————————————————————————————					
DC 104 (3/08) SUMMONS, LANDLORD-TE	NANT / LAND CONTRACT	Mailing	MCR 2 102 MCR 4 20					

## **EXHIBTS 1V**

Mortgage note from WELLS FARGON BAK N.A. on behalf of the certificate holders Park Place Securities, Inc. Asset-Back Pass- Through Certificates Series 2005-WCWI

Or WELLS FARGO Bank, N.A. Defendants been change name in court on foreclosure From State court not having the right form for Summons for Landlord-tenant/ Land Contract in State court that do not have jurisdiction over this case and file the wrong form for and file driffent name with court.

## STATE OF MICHIGAN JUDICIAL COURT

46<sup>th</sup> District Court 26000 Evergreen Road, Southfield, Michigan 48076-4453

> Case No. LT- 12-2860 Judge Hon. Susan M. Moiseev

WELLS FARGON BAK, N.A. on behalf of the Certificate holders Park Place Securities, Inc.

Donald J. King P55358 Trott & Trott, P.C. 31440 Northwestern Highways, Suite 200 Farmington Hills, Michigan 48334-2525 248-723-6452

**Plaintiff** 

V.

Arzel L. Foster 111 19165 Midway Rd Southfield, Michigan 48075 Mailing Address P.O. Box 35322 Detroit, Michigan 48235

## MOTION TO SET ASIDE DEFAULT JUDGEMENT

Defendant move an request this court to set aside and or dismiss said wrongful default action that was taken June 15, 2012 in this court room by Judge Moiseev. (1) This was set for hearing and reschedule by Judge Moiseev head clerk on June 11, 2012 for July 12, 2012, and defendant stated at that time on the phone with Judge Moiseev clerk and stated

Wrongful foreclosure and TCPA claim willfully engaged in unfair and deceptive trade practices by falling to exercise due care to remedy defect to title or help defendant in State court action and plaintiff-Appellant in federal Court and U.S. Court of Appeal action.. did not inform appellant that they had the mortgage or it was transfer by other servicer or bank. Nonwillfull violated of 1681s-2(a) only government entities may enforce the duty to provide accurate information to credit reporting agencies. 15 U.S.C. 7 1681s-2 (a o; Bach v. First Union nat'l bank, 149 fed App' x 354, 358-59 (6<sup>th</sup> Cir. 2005); Girgls v. Country Wide Home Loan, Inc. 733 F. Supp. 2<sup>nd</sup> 835 (N.D. Ohio 2010. Violation of Michigan Foreclosure Law, M.C.L. && 445.1672 and 445.1673, Violation of M.C.L. 445.901 et Esq., (Court 1

Defendant in this State action and the Plaintiff-Appellant in the Federal Court and U.S. Court of Appeal send 2010. Defendant —Plaintiff-Appellant have requested that United State Attorney Office in Washington D.C in criminal investigated unit, Michigan Attorney Office of criminal investigated unit, The United State Justice Dept criminal investigate unit, Internal Revenue Service I have investigated on going about property, State of Michigan Judicial Tenure Commission, and send Wells Fargon Bak, N.A. on behalf of the Certificate holders park place Securities, Inc., Defendant-Plaintiff-Appellant also requested other to get involve because this is a act (RICO) case.

#### **FACT**

U.S.C. 28 1367. (b). In any civil action of which the district court have original jurisdiction founded solely on section 1332 of this title, the district courts shall not have supplemental jurisdiction under subsection (a) over claim by defendant-plaintiff-appellant against person made parties under Rule 14, 19, 20, or 24 of the Federal Rule of Civil Procedure, or over claim by persons proposed to be joined as defendant-plaintiffappellant under Rule 19 of such rules, or seeking to intervene as defendant-plaintiffappellant under Rule 24 of such rules, when exercising supplement jurisdiction over such claim would be inconsistent with the jurisdictional requirements section 1332. (EXIBIT 1) Court entry a Default Judgment on said Defendant wait still in a high court U.S. Court of Appeal in Cincinnati, Ohio (EXIBIT 11) Judge Moiseev head reset hearing date on June 11, 2012 for July 12, 2012 (EXIBIT 111) This court does not have jurisdictional over this case as outline in case law.

law.

(EXIBIT 1V) Mail from Plaintiff in State court was delivered in mail box at 19165

Midway Rd in Southfield, Michigan on June 21, 2012 when State court defendant call

State court clerk at 46<sup>th</sup> district court and explain the problem to her, and she stated bring

court case number or motion, so defendant-plaintiff-appellant is did both. Letter from court and from post office is stamp and this letter was not, so state court Plaintiff is playing game which the system on given late MAIL BY HOLDING ON TO IT this case

was hear on June 15, 2012 by said JUDGE Moisvee. Even from the Federal district court and U.S. Court of Appeal all mail is stamp the date of receive it.

#### Acknowledgement of Notary

On this day June 23, 2012 before me personally Arzel L. Foster 111 personal know to me (or proved to me on this of satisfactory evidence of identification) to be the person whose name is subscribed to within instrument and acknowledge to me that he executed the same in his authorized capacity and by his signature on the instrument, the person executing and signing the instrument.

Witnessed, my hand and official se	ai.
Notary Signature	

#### NOTICE OF MAILING

I hereby certify on this day June 22, 2012 sent U.S. regular or certify registered mail filed the forgoing papers with the Clerk of 46<sup>th</sup> District court using personal service by Ms. Cook, which will send such notification of such filing to all counsel of record.

United States Court Of Appeals 100 E.Fifth Street, Room 540 Potter Stewart U.S. Courthouse CINNCINNATI, Ohio 45202-3988

Donald J. King (P55358) Trott & Trott, P.C. 31440 Northwestern Highways, St-200 Farmington Hills, Michigan 48334-2525 248-723-6452

Wells Fargon Bak, N.A. of Certificate holders Park Place Securities, Inc Asset-Backed Pass-Through Certificates Series 2005 WCWI 5401 N. Beach St- Stop FWTX-828, Fort Worth, TX 76137-2733

Ms. Michelle T. Thomas

Bodman LLC

1901 Street Antoine St

Sixth Floor

Detroit, Michigan 48226 who handled the cases in Federal District Court and U.S.Court of Appeals

Arzel L. Foster 111

the civil docket sheet. (SEE I)	rm, approved by the Judicial C ISTRUCTIONS ON THE REVER									<del></del>	
I. (a) PLAINTIFFS  ARZ	E/ L. Fost	ZEVE ITTO	r esanta	DEFENDANT ON 13 L= M	S N Bli	EII	S FITA	JERI NCAS	TIFICA SET 13	K, N TË K Bekë	( A 2 , DZ = 10
(b) County of Residence	of First Listed Plaintiff  XCEPT IN U.S. PLAINTIFF CAS	a fille	virz	,	(	(IN U.S.	ed Defendant PLAINTIFF C	ASES ONLY		IH, 7	ŕ×_
(c) Attorney's (Firm Name	Address, and Telephone Number	DEN'C			Case Judg M.I. I	:2:12- e: Ste Michel	cv-12776 eh, George son, Laurie 5-2012 At EL L. FOS	e Caram e J.	M WELLS	FAR	
II. BASIS OF JURISD	OICTION (Place an "X" in	One Box Only)	III. CI	TIZENSHIP	CMF	N BAK	, ET AL (L				
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IV. NATURE OF SUI	T (Place an "X" in One Box On	у)		ROBET KONDEN VI.			MERLEGE				
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment	☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/ Accommodations ☐ 444 Welfare ☐ 445 Amer. w/Disabilities - Employment	PERSONAL INJUR  362 Personal Injury - Med. Malpractic  365 Personal Injury - Product Liability PERSONAL PROPER  370 Other Fraud  371 Truth in Lending  380 Other Personal Property Damage Product Liability  813 Property Damage Product Liability  510 Motions to Vacat Sentence Habeas Corpus: 530 General 535 Death Penalty 540 Mandamus & Ot 550 Civil Rights 555 Prison Condition	Y	O Agriculture O Other Food & Drug 5 Drug Related Seizure of Property 21 USC 88 O Liquor Laws O R.R. & Truck O Airline Regs. O Occupational Safety/Health O Other  O Fair Labor Standards Act O Labor/Mgmt. Relation U Labor/Mgmt. Reportin & Disclosure Act O Railway Labor Act O Cher Labor Litigation I Empl. Ret. Inc. Security Act Naturalization Applic Alien Detainee O Other Immigration Actions		422 Ap 423 Wi 28 820 Co 830 Pai 840 Tra  861 HI 862 Bla 863 DI 864 SS 865 RS  870 Ta or 871 IR	peal 28 USC 1 thdrawal USC 157		480 Consum 490 Cable/S 810 Selectiv 850 Securiti Exchang 875 Custom 12 USC 890 Other S 891 Agricul 892 Econom 893 Enviro 894 Energy 895 Freedor Act 900Appeal Under I to Justic 950 Constit State St	st and Bankir cree attion ber Influen Organizat mer Credit lat TV ve Service ies/Comme ge ter Challer 3410 statutory A ktural Acts nic Stabili mentali Meritani Allocation of Infor of Fee De Equal Acc ce tutionality tatutes	odities/ odities/ oge actions zation Act fatters n Act mation termination ess of
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VII. REQUESTED IN COMPLAINT:	CHECK IF THIS I UNDER F.R.C.P.		N D	EMANDS /2	mi	lion	JURY DEN	ES only if d	lemanded in Yes	n complai	int:
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## Case 2:12-cv-12776-PDB-PJK, ECF No. 1 filed 06/25/12 PageID.46 Page 46 of 46

1.	Is this a case that has been previously dismissed?
If yes, giv	the following information:
Court:	15, 8. TEDERAL DISTRICT COUNT (NEW CASE FILING " NITH NEW AND DOD, TOW Player
Case No.:	2:07-CV-1120
Judge: 🟒	30 Pnov
Court:	Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)  The following information:  The foll
Judge:	THE IN SAY COURT IS MATTING ME \$3,200 COND ONE MUNTH NOTES  THE IN SAY COURT IS MATTING ME \$3,200 COND ONE MUNTH NOTES  THE IN SAY COURT IS MATTING AND EXPLOSING THAT WE HAVE AN  THE LEAN FIRE MY MOTION. AND EXPLOSING THAT WE HAVE AN  THE CASE U.S. COURT APPEAL CASE 10-18 S.
TAIS Den MA MA PM PM PM PM	COURT YOTH FET TROTTE TROIT, P.C. FILE A NEW CASE  INDID T. KING. AND NOT SENDING ME MY PAPER WORK IN  IT OR. FILE OF MITTON THAT STRATER THIS NEW CASE ON  IT JOD, SOID AND MY TO EVECT MR. FOSTEN IF I HE DON'T  BY 30,2012. MODING TO EVECT MR. FOSTEN IF I HE DON'T  A. FOLTEN II OUT ON 6/26/2012. BND JUST PUT MY  P. FOLTEN II OUT ON 6/26/2012. BND JUST PUT MY  OFFEN WORK IN THE MAT! ON THURSDAY OF IRST WITH.  O WOULD NOT CAN U.S. COURT PAPER! TO SEE, IF HAVE A  OF IN 6TH COURT OF APPER!. THE YOTH COURT DO NOT  SEE UP IN 6TH COURT OF APPER!. THE YOTH COURT DO NOT